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16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION AT LOS ANGELES**

20 DAVID HOUGH; et al.,

21 Plaintiffs,

22 vs.

23 RYAN CARROLL; et al.,

24 Defendants.

25 Case No. 2:24-cv-02886-WLH-SK

DISCOVERY MATTER

**DEFENDANT WELL'S FARGO
BANK, N.A.'S OPPOSITION TO
MOTION TO COMPEL**

Date: August 28, 2024

Time: 10:00 a.m.

Place: Courtroom 540, 5th Floor

Judge: Hon. Steve Kim

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1 **I. INTRODUCTION**

2 Plaintiffs' Motion to Compel (the "Motion") is a vast overreach—broadly
3 seeking documents outside the scope of the Court's prior orders permitting Plaintiffs
4 to serve limited subpoenas on certain non-party financial institutions. Moreover,
5 Plaintiffs filed the Motion in contravention of multiple Local Rules and the Court's
6 chambers rules. For example, Plaintiffs filed the Motion before the parties completed
7 the required meet and confer process. Indeed, Wells Fargo was quite surprised
8 Plaintiffs filed the Motion given that the parties were still actively discussing the
9 scope of the subpoena; and given the suggestion in the parties' joint stipulation that
10 they would continue those discussions for 10 more days. Plaintiffs also blatantly
11 disregarded the rules for filing discovery motions. For example, Plaintiffs ignored
12 the critical requirement to negotiate a joint stipulation regarding discovery disputes.
13 Had Plaintiffs complied with these requirements, they would have realized that the
14 meet and confer process was incomplete and that the Motion may not be necessary.
15 As the Local Rules make clear, the Court should refuse to consider the Motion due to
16 Plaintiffs' failures.

17 In addition to these fatal defects, the Motion is also substantively meritless.
18 The Rule 45 subpoena at issue was improperly directed to Wells Fargo, a *party* to the
19 lawsuit, in contravention of the rules in the Federal Rules of Civil Procedure for
20 obtaining discovery from *parties*. And even if the subpoena had been properly issued
21 to a third party, the subpoena fails to describe the documents it seeks with
22 particularity, is vague and ambiguous, and exceeds the scope of documents the Court
23 permitted Plaintiffs to seek from third-party financial institutions.

24 Nonetheless, in an effort to avoid a discovery dispute, prior to Plaintiffs'
25 Motion, Wells Fargo had already agreed to produce many of the documents Plaintiffs
26 requested—agreeing to produce account statements and to gather wire transfer
27 information and, if the volume was reasonable, produce that wire information.
28 Plaintiffs do not even bother to explain why the information Wells Fargo agreed to

1 produce is insufficient for purposes of identifying the Jurisdictional Defendants'
2 assets, which was the purpose of this early discovery. Nor do Plaintiffs explain why
3 they filed this Motion in the middle of the meet and confer process at a time when
4 Wells Fargo was already collecting the responsive documents it agreed to produce.

5 Although Plaintiffs claim that time is of the essence, filing this baseless Motion
6 has accomplished nothing but a delay in the very production of documents they are
7 seeking. Wells Fargo respectfully requests that the Court deny the Motion.

8 **II. STATEMENT OF RELEVANT FACTS**

9 On April 9, 2024, Plaintiffs filed their Complaint against Ryan Carroll and
10 several other defendants. (Dkt. No. 1). Wells Fargo was not named as a defendant in
11 the original Complaint. (*Id.*) On April 25, 2024, Plaintiffs filed a motion for limited
12 discovery—specifically requesting leave to issue subpoenas to third-party financial
13 institutions requiring those institutions “disclose account statements dating back to
14 May of 2021” for certain accounts related to the Jurisdictional Defendants. (Dkt. No.
15 25). On May 1, 2024, the Court issued an Order permitting Plaintiffs to conduct
16 limited third-party discovery. (Dkt. No. 42). Consistent with Plaintiffs’ motion, the
17 Court permitted Plaintiffs “to issue subpoenas to third-party financial institutions,
18 requiring those institutions to produce account statements....” (*Id.* at 6) (emphasis
19 added).

20 On May 18, 2024, Plaintiffs purportedly served a subpoena dated May 16, 2024
21 (the “Original Subpoena”) on Wells Fargo via U.S. mail. On May 24, 2024, Wells
22 Fargo received the Original Subpoena, and on May 29, 2024, Wells Fargo served
23 objections to the Original Subpoena. (Declaration of David Gettings (“Gettings
24 Decl.”), ¶ 3). Although the Original Subpoena was served at a time when Wells Fargo
25 was only a third party, within days of serving that subpoena, and before Wells Fargo
26 had even received it, Plaintiffs added Wells Fargo as a party to this case.

27 Specifically, two days after mailing the Original Subpoena, on May 20, 2024,
28 Plaintiffs filed their First Amended Complaint, which among other things, added

1 Wells Fargo as a defendant. (Dkt. No. 56). On May 29, 2024 (*i.e.*, the same day
2 Wells Fargo served objections to the Original Subpoena), Plaintiffs issued another
3 Subpoena for Production of Documents (the “Modified Subpoena”). (Gettings Decl.
4 ¶ 3; Dkt. 95-2). The Modified Subpoena demanded Wells Fargo—now a party to the
5 case—produce documents by June 17, 2024. (Dkt. 95-2). The Modified Subpoena
6 contained one request for production seeking:

7 [a]ll documents reflecting action upon assets or accounts held for the
8 benefit of or controlled by, in whole or in part, any individuals or entities
9 listed in Attachment A. ‘Documents’ includes without limitation:
10 account statements, wire transfer records, checks, correspondence, and
account opening documents.

11 (*Id.*)

12 On June 12, 2024, Wells Fargo’s former counsel pertaining to the subpoenas,
13 McGuireWoods LLP, served objections to the Modified Subpoena. (*Id.*, Ex. 1).
14 Among other objections, Wells Fargo objected to the requests in the Modified
15 Subpoena on the ground that “it is a named defendant and party to this action; thus,
16 Plaintiffs’ Modified Subpoena under Fed. R. Civ. P. 45 is invalid and premature for
17 failure to adhere to the procedures set forth in Fed. R. Civ. P. 34 and Fed. R. Civ. P.
18 26(d).” (*Id.*)

19 On June 14, 2024, the Jurisdictional Defendants filed a Motion to Quash
20 Plaintiffs’ Nonparty Subpoenas (the “Motion to Quash”). (Dkt. No. 66). Among the
21 subpoenas the Jurisdictional Defendants asked the Court to quash was the Modified
22 Subpoena. (*Id.*) Wells Fargo is not a “Jurisdictional Defendant” and was not a party
23 to the Motion to Quash. (*Id.*) On July 1, 2024, the Court granted in part and denied
24 in part the Motion to Quash. (Dkt. No. 81). The Court denied the Motion to Quash
25 as to sixteen financial institutions, including the Modified Subpoena to Wells Fargo.
26 (*Id.*) However, the Court granted the Motion to Quash as to a subpoena issued to
27 Stripe, Inc. (“Stripe”) because Plaintiffs “never explain[ed]...how HubSpot, Intuit,
28

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1 Stripe, and Total Apps might hold relevant and proportional financial information
2 meeting those conditions.” (*Id.*)

3 **III. THE ONGOING AND INCOMPLETE MEET AND CONFER PROCESS**

4 On June 7, 2024, Wells Fargo retained Troutman Pepper to represent it in this
5 case. (Gettings Decl. ¶ 4). Within a week, the firm began meeting and conferring
6 with Plaintiffs’ counsel regarding Wells Fargo’s objections to the Modified
7 Subpoena. In those discussions, Wells Fargo agreed to produce many of the
8 documents Plaintiffs requested in the Modified Subpoena. In fact, in an effort to avoid
9 a discovery dispute, Wells Fargo agreed to produce *more documents* than the Court’s
10 May 1, 2024 discovery Order described. But Plaintiffs continued to move the
11 goalposts at each turn before eventually filing their Motion in the middle of the
12 parties’ meet and confer discussions.

13 Specifically, on June 17, 2024, counsel for Wells Fargo met and conferred with
14 Plaintiffs’ counsel regarding the Modified Subpoena. (*Id.*, ¶ 6). During that meeting,
15 Wells Fargo explained that the Modified Subpoena was invalid because Wells Fargo
16 was a defendant, not a third-party. (*Id.*) Nonetheless, Wells Fargo noted that it was
17 willing to consider producing the account statements responsive to the Modified
18 Subpoena, (*Id.*), which was consistent with the Court’s May 1, 2024 Order. (See Dkt.
19 No. 42, at 6) (permitting Plaintiffs to issue “subpoenas to third-party financial
20 institutions, requiring those institutions to produce account statements....”). In a
21 subsequent June 26, 2024 call, Wells Fargo’s counsel confirmed that Wells Fargo was
22 willing to produce the requested account statements. (Gettings Decl. ¶ 7).

23 In that same June 26, 2024 call, Plaintiffs’ counsel explained that Plaintiffs
24 wanted Wells Fargo to produce more than account statements, despite the limitation
25 in the Court’s Order. Now Plaintiffs were requesting wire transfer receipts and
26 cancelled checks, in addition to account statements. (*Id.*) Then, on June 30, 2024,
27 Plaintiffs’ counsel added a new category of documents they would need in response
28

1 to the subpoena—"relevant transaction data for any third-party agents." (Gettings
2 Decl. Ex. 2).

3 On July 2, 2024, Wells Fargo informed Plaintiffs that it was willing to provide
4 the wire documentation Plaintiffs requested, however, Wells Fargo explained that it
5 was "still gathering the statements and do[es] not know the full volume yet." (*Id.*)
6 Wells Fargo noted that it would have no problem producing the statements and wire
7 documentation "if the volume is reasonable." (*Id.*) Accordingly, Wells Fargo
8 explained that "if the volume turns out to be very large," the parties would need to
9 discuss whether there was a reasonable limitation that could be reached. (*Id.*)
10 Nonetheless, Wells Fargo concluded by stating that it was "willing to provide both
11 the statements and the wire information in concept" and that this "agreement should
12 obviate the need for a motion." (*Id.*) At the same time, Wells Fargo was working to
13 collect and produce the account statements and wire documentation.

14 On July 3, 2024, Plaintiffs responded with a renewed demand that Wells Fargo
15 produce "relevant transaction information for the third-party agents (such as payment
16 processors, like Stripe) that Wells Fargo supervises." (*Id.*, Ex. 3). Not only were
17 these documents far afield from the "account statements" on which the Court allowed
18 discovery in its May 1 2024 Order, (Dkt. 42), but the Modified Subpoena did not even
19 request these third-party transaction records.

20 On July 7, 2024, in parallel with the meet and confer discussions, Plaintiffs also
21 informed Wells Fargo that they intended to file another amended complaint. (Gettings
22 Decl. ¶ 10, Ex. 4). To streamline the pleadings, Plaintiffs proposed a stay of Wells
23 Fargo's responsive pleading deadline until after the forthcoming amended complaint.
24 (*Id.*) Wells Fargo agreed and the parties negotiated a stipulation to that effect (the
25 "Stipulation"). The Stipulation also addressed the status of the parties' meet and
26 confer discussions. In the Stipulation, the parties jointly acknowledged that "[i]f
27 Plaintiffs are unable to reach agreements on subpoenas they issued, Plaintiffs
28 anticipate filing motions to compel discovery from Wells Fargo...no later than July

1 26, 2024.” (Dkt. No. 94, at 2:10-15). At no time during the Stipulation discussions
2 did Plaintiffs inform Wells Fargo that they were going to file a motion to compel that
3 day. (Gettings Decl. ¶ 11). Yet that is exactly what they did.

4 In the morning of July 16, 2024, Plaintiff filed the Stipulation. (Dkt. No. 94.)
5 Again, the agreed stipulation stated that Plaintiffs were negotiating with Wells Fargo
6 regarding the Modified Subpoena and, if they could not reach an agreement, they
7 envisioned filing a motion to compel “no later than July 26, 2024.” *Id.* Thus, not
8 only had Wells Fargo been negotiating with Plaintiffs in good faith, but based on prior
9 discussions with Plaintiffs’ counsel and as reflected in the Stipulation, Wells Fargo
10 anticipated continuing to meet and confer with Plaintiffs’ counsel regarding the
11 Modified Subpoena for at least 10 more days, if necessary. Despite these
12 negotiations, just a few hours later, Plaintiffs filed the Motion. (Dkt. 95).

13 As discussed below, Plaintiffs filed the Motion in violation of the Local Rules
14 and this Court’s chambers rules. As the Court can imagine, Wells Fargo was surprised
15 to receive Plaintiffs’ Motion given the parties’ negotiations, the representation in the
16 Stipulation, and Plaintiffs’ failure to complete the meet and confer and joint
17 stipulation process. Conspicuously absent from the Motion—and contrary to the
18 Local Rules—is any assertion that Plaintiffs notified Wells Fargo that they were
19 going to file the Motion when they did or that negotiations ceased and the Motion was
20 necessary.

21 **IV. ARGUMENT**

22 **A. Plaintiffs’ Motion is Procedurally Defective**

23 Plaintiffs’ Motion fails to comply with the Central District’s Local Rules and
24 this Court’s chambers rules for discovery motions. The Court should deny the Motion
25 on these bases alone.

26 Local Rule 45-1 provides that Local Rule 37 “applies to all motions relating to
27 discovery subpoenas served on (a) parties and (b) non-parties represented by
28 counsel.” L.R. 45-1. Similarly, Judge Kim’s individual procedures provide that

1 “[u]nless otherwise ordered, parties must file discovery motions in accordance with
2 Local Rules 37-1 to 37-3.”

3 Local Rule 37-2 requires that all discovery motions be filed in the form a joint
4 stipulation “in one document signed by counsel” containing “all issues in dispute and,
5 as to each such issue, the contentions and points and authorities of each party.” L.R.
6 37-2. Critically, Local Rule 37-2.4 warns litigants that “[t]he Court will not consider
7 any discovery motion in the absence of a joint stipulation or a declaration from
8 counsel for the moving party establishing that opposing counsel (a) failed to confer in
9 a timely manner under L.R. 37-1; (b) failed to provide the opposing party’s portion
10 of the joint stipulation in a timely manner under L.R. 37-2.2; or (c) refused to sign
11 and return the joint stipulation after the opposing party’s portion was added.” L.R.
12 37-2.4. Plaintiffs never sent Wells Fargo any proposed joint stipulation (and indeed,
13 never told Wells Fargo that they were intending to file this motion when they did or
14 even discussed a joint stipulation). (Gettings Decl. ¶ 11.) Instead, Plaintiffs elected
15 to file a noticed motion in contravention of the Local Rules, while they were in the
16 middle of negotiating with Wells Fargo regarding the production of responsive
17 documents. They also filed the Motion on the same day they filed the Stipulation,
18 which suggested they would continue to negotiate the discovery responses for 10
19 more days.

20 None of the limited exceptions permitting the moving party to file a discovery
21 motion that is not in the form of a joint stipulation apply. The declaration Plaintiffs’
22 counsel filed does not state that Wells Fargo failed to meet and confer in a timely
23 manner, failed to provide Wells Fargo’s portion of the joint stipulation, or refused to
24 sign and return a final joint stipulation. Nor could Plaintiffs’ counsel make any of
25 those representations. Courts in this district have consistently refused to consider
26 motions to compel further responses to subpoenas that are not filed in the form of the
27 required joint stipulation. *See Palmer v. Cognizant Tech. Solutions Corp.*, 2021 U.S.
28 Dist. LEXIS 219193, at *4-5 (C.D. Cal. Nov. 2, 2021) (Hon. Paul L. Abrams); *Perez*

1 *v. Orange Cnty. Sheriffs Dep’t*, 2023 U.S. Dist. LEXIS 215736, at *5-10 (C.D. Cal.
2 Jun. 26, 2023) (Hon. John D. Early); *Long Nguyen v. Lotus by Johnny Dung, Inc.*,
3 2019 U.S. Dist. LEXIS 167132, at *5-6 (C.D. Cal. Mar. 21, 2019) (Hon. John D.
4 Early) (denying motion to compel compliance with subpoena because “the motion is
5 not supported by a joint stipulation” and the moving party did “not assert that counsel
6 for the [nonparty] failed to confer in a timely manner in accordance with Local Rule
7 37-1, failed to provide his clients’ portion of a proposed joint stipulation, or refused
8 to sign and return the final joint stipulation.”). Because Local Rule 37-2 explicitly
9 states that the Court will not consider any discovery motion in the absence of a joint
10 stipulation or a declaration from counsel for the moving party establishing one of the
11 limited exceptions applies, the Court should deny the Motion because it fails to
12 comply with Local Rule 37-2.

13 This Court also has its own “Modified and Supplemental Requirements for Pre-
14 Filing Conference of Counsel Under Local Rule 37-1.” As set forth in Section 3 of
15 those requirements, the notice of motion for any motion to compel “must certify,
16 consistent with Rule 26(g), that:

- 17 a. Counsel of record for the parties held their pre-filing conference of
18 counsel as required by Local Rule 37-1[in person/by video/via telephone
19 (because videoconference was technologically feasible)] on [date(s)] for
20 [time] hour(s).
- 21 b. To eliminate or narrow the disputed discovery issues, counsel of record
22 for the parties discussed not only the merits of their dispute(s) but also
23 addressed compliance with the discovery procedures explained in Judge
24 Kim’s Modified and Supplemental Local Rule 37-1 Requirements.
- 25 c. Counsel of record for the parties agree that the remaining disputed
26 discovery issues cannot be eliminated or narrowed either by further
27 discussion of their merits or by ensuring compliance with the discovery

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1 procedures explained in Judge Kim's Modified and Supplemental Local
2 Rule 37-1 Requirements.”

3 The Court warns litigants that “[f]ailure to certify all three statements” above
4 “in the notice of any motion to compel may lead to the striking of that motion without
5 further notice.” Here, Plaintiffs did not even file any Notice of Motion with their
6 Motion, so Plaintiffs failed to comply with this requirement. Had Plaintiffs complied
7 with this requirement, the parties could have agreed on the “remaining disputed
8 discovery issues” that could not “be eliminated or narrowed by further discussion”
9 between the parties. Instead, Plaintiffs hastily filed their Motion while Wells Fargo
10 was searching for and collecting the responsive account statements and wire
11 documentation it believed should resolve this dispute. Since Plaintiffs’ Motion fails
12 to comply with the Local Rules and this Court’s procedural requirements in several
13 key aspects, the Court should deny it outright.

B. Plaintiffs Failed to Complete the Meet and Confer Process

15 As noted above, the Stipulation between Plaintiffs and Wells Fargo noted that
16 “**if** Plaintiffs are unable to reach agreements on subpoenas they issued, Plaintiffs
17 **anticipate** filing motions to compel discovery from Wells Fargo...**no later than July**
18 **26, 2024.**” (Dkt. No. 94 (emphasis added).) The Stipulation clearly acknowledged
19 that the meet and confer process was ongoing and would continue unless the parties
20 were unable to reach an agreement. Yet a few hours after filing the Stipulation,
21 Plaintiffs filed this Motion without any further meet and confer regarding the issues
22 in this Motion. Notably, the Stipulation did not say that Plaintiffs and Wells Fargo
23 were unable to reach an agreement and that Plaintiffs had decided to file a motion to
24 compel. Instead, it clearly spelled out to the Court that the parties were in ongoing
25 meet and confer discussions that could result in a motion being filed if the parties
26 were unable to reach an agreement. Plaintiffs do not explain what changed in the few
27 hours between the filing of the Stipulation and the Motion that resulted in them
28 unilaterally ending the required meet and confer process.

1 **C. The Court Should Also Deny the Motion for Substantive Reasons**

2 Even if Plaintiffs had followed the procedural requirements, the Motion still
3 fails on the merits. The Modified Subpoena improperly seeks documents from a party
4 to the action. It is also vague, ambiguous, and fails to specify the documents it seeks
5 with reasonable particularity. Finally, the Modified Subpoena seeks documents
6 beyond the scope of documents the Court previously ordered that Plaintiffs could seek
7 from third-party financial institutions.

8 **1. Plaintiffs Cannot Use a Third-Party Subpoena to Circumvent
9 the Rules of Party Discovery**

10 First, Plaintiffs improperly issued the Modified Subpoena to Wells Fargo, a
11 party to the action, in contravention of the rules regarding the timing of party
12 discovery in federal court. Indeed, “[a] majority of courts hold that the use of a FRCP
13 45 subpoena constitutes discovery, thus a party employing a FRCP 45 subpoena to
14 obtain discovery from a party to an action must also comply with the time constraints
15 and other requirements applicable to other methods of formal discovery.” *Peyton v.*
16 *Burdick*, 2008 U.S. Dist. LEXIS 106910, at *1 (E.D. Cal. Mar. 31, 2008). Federal
17 Rule of Civil Procedure 34 provides parties 30 days to respond to any document
18 requests served by another party. Fed. R. Civ. P. 34(b)(2)(A). Here, the Modified
19 Subpoena improperly demanded that Wells Fargo produce responsive documents
20 within 19 days. For that reason alone, the Modified Subpoena is invalid because
21 Plaintiffs failed to comply with the time constraints applicable to other methods of
22 formal discovery for parties like Wells Fargo.

23 Federal Rule of Civil Procedure 34(b)(2)(A) also provides that document
24 requests to parties cannot come due until 30 days after the parties’ first Rule 26(f)
25 conference. However, no such conference has occurred in this case, which is required
26 before Plaintiffs can serve a Rule 34 request on Wells Fargo. Thus, Plaintiffs
27 improperly served the Modified Subpoena pursuant to Rule 45 to circumvent Rule 34,
28 which many courts have found to be an inappropriate way to seek discovery from a

1 party. *See U.S. Bank Nat. Ass'n v. Friedrichs*, 2013 WL 371987, at *4 n.2 (S.D. Cal.
2 Jan. 17, 2013) (“When a party to the action is simply seeking production of documents
3 from another party, the requesting party should proceed under Rule 34, not with a
4 subpoena pursuant to Rule 45”); *Warren v. Las Vegas Metropolitan Police Dep’t*,
5 2023 WL 6785815, at *8 (D. Nev. Oct. 12, 2023) (holding that plaintiff’s subpoena
6 duces tecum was improperly issued under Rule 45 because Defendant is a party to the
7 action).

8 Once Plaintiffs named Wells Fargo as a party, they needed to follow Rule 34’s
9 requirements to obtain document discovery from a party, not the requirements for
10 serving a third-party subpoena under Rule 45. The Court should not countenance
11 Plaintiffs attempt to circumvent the rules governing party discovery.

12 **2. The Modified Subpoena Does Not Describe the Requested
13 Documents with Reasonable Particularity**

14 Second, the Modified Subpoena fails to describe the documents it seeks with
15 reasonable particularity. The Modified Subpoena seeks “all documents reflecting
16 action upon assets or accounts.” It is unclear what this statement means or what
17 Plaintiffs are seeking when they demand Wells Fargo produce “all documents
18 reflecting action upon assets or accounts.” Courts regularly sustain objections to
19 similar requests. *See Reinsdorf v. Skechers U.S.A., Inc.*, 296 F.R.D. 604, 616 (C.D.
20 Cal. 2013) (finding that a request must describe the items to be produced with
21 “reasonable particularity,” such that a party is on “reasonable notice of what is called
22 for and what is not.”); *Fisher v. Felker*, 2011 WL 39124, at *5 (E.D. Cal. Jan. 5, 2011)
23 (upholding a vagueness objection where it is unclear what documents are being
24 requested due to the use of ambiguous phrases in the request). Here, Wells Fargo
25 properly objected to the Modified Subpoena on the ground that it is vague, ambiguous,
26 and fails to specify the documents it seeks with reasonable particularity.

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3. The Modified Subpoena Seeks Documents Outside of the Court’s May 1, 2024 Order

3 Third, the Modified Subpoena seeks documents that are beyond the scope of
4 the Court’s Order permitting Plaintiffs to serve limited subpoenas on third party
5 financial institutions. The Modified Subpoena’s request that Wells Fargo produce
6 “all documents reflecting action upon assets or accounts,” including, but not limited
7 to, “account statements, wire transfer records, checks, correspondence, and account
8 opening documents.” (Dkt. No. 95-2). This remarkably broad discovery request
9 stands in contrast to the Court’s narrow May 1, 2024 Order setting the boundaries of
10 early discovery.

11 In the Court’s Order, it allowed Plaintiffs to seek “account statements dating
12 back to May of 2022” from certain financial institutions. (Dkt. No. 42, at 6). The
13 Court’s Order was a targeted effort to allow Plaintiffs to discover assets related to the
14 Jurisdictional Defendants, without opening the gates of full-fledged discovery at an
15 early stage in the case. Plaintiffs’ Modified Subpoena flouts the Court’s measured
16 approach. The request for all documents reflecting “action upon assets or accounts”
17 has no reasonable bearing to the Court’s reasonable “account statement” limitation in
18 its May 1, 2024 Order.

19 Nonetheless, in an effort to avoid a discovery dispute, Wells Fargo offered to
20 produce the account statements Plaintiffs requested. In addition, Wells Fargo offered
21 to gather wire information for the accounts at issue, despite the fact that the Court’s
22 discovery Order did not reference wire information. Plaintiffs have never explained
23 how Wells Fargo’s offer is insufficient or otherwise fails to comply with the scope of
24 discovery the Court outlined in its May 1st Order. Nor do Plaintiffs explain how all
25 “checks, correspondence, and account opening documents” are necessary to identify
26 and locate the assets of the Jurisdictional Defendants.

27 Plainly, Wells Fargo offer was consistent (and exceeded) the Court’s Order
28 regarding discovery. Plaintiffs, however, are continually trying to overreach. And

1 when Wells Fargo agreed to produced documents, Plaintiffs continued to move the
2 goalpost a little further each time.

3 **V. CONCLUSION**

4 In light of Plaintiffs' violations of numerous local rules, chambers' rules, and
5 their failure to complete the meet and confer process, sanctions against Plaintiffs'
6 counsel would be appropriate. *See L.R. 37-4; Smith v. Frank*, 923 F.2d 139, 142 (9th
7 Cir. 1991) ("For violations of the local rules, sanctions may be imposed...");
8 *Christison v. Pac. Gas & Elec. Co.*, 2017 U.S. Dist. LEXIS 235120, at *8-9 (C.D.
9 Cal. Oct. 27, 2017) (awarding defendant's reasonable expenses incurred in opposing
10 a discovery motion that was not filed in the form of a joint stipulation). Wells Fargo,
11 however, has not requested sanctions here based on a desire to continue working
12 amicably with Plaintiffs' counsel.

13 For all of the foregoing reasons, Wells Fargo respectfully requests that the
14 Court deny the Motion.

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16 Dated: August 7, 2024

Respectfully Submitted,

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20
21 /s/ Michael S. Lowe

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27
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WELLS FARGO BANK, N.A.

CERTIFICATION OF COMPLIANCE WITH L.R. 11.6.1

2 The undersigned, counsel of record for Defendant Wells Fargo Bank, N.A., certifies
3 that this brief contains 4,079 words, which complies with the word limit of L.R. 11-
4 6.1.

6 | Dated: August 7, 2024

Respectfully Submitted,

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